

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

BOBBY MORRIS, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

ACME ELECTRIC MOTOR, INC. D/B/A  
ACME TOOLS,

Defendant.

Case No. 4:25-cv-00020

District Judge Matthew T. Schelp

**JURY TRIAL DEMANDED**

**DEFENDANT ACME ELECTRIC MOTOR, INC.’S MOTION TO  
STAY THE CASE PENDING ARBITRATION PURSUANT FAA SECTION 3**

Defendant Acme Electric Motor, Inc. d/b/a Acme Tools (“Acme Tools”), pursuant to the Federal Arbitration Act, 9 U.S.C. § 3, respectfully requests that this Court stay all proceedings in this case pending arbitration, as agreed to by the parties when plaintiff Bobby Morris (“Plaintiff” or “Morris”) assented to Acme Tools’ Messaging Terms and Conditions (“Messaging Terms”) upon his initial visit to Acme Tools’ website.

Plaintiff voluntarily visited Acme Tools’ website and viewed a promotional image offering entry into a giveaway if he signed up for marketing texts. Plaintiff then pressed an “ENTER TO WIN NOW” button and entered in his cell phone telephone number to initially sign up to receive text messages from Acme Tools’ subject to Acme Tools’ Messaging Terms and Conditions (“Messaging Terms”). He subsequently confirmed his enrollment to receive marketing messages by sending a follow-up confirmation text. The Messaging Terms that Plaintiff assented to included

a binding individual arbitration provision. Nevertheless, Plaintiff has asserted individual and class claims pursuant to the Telephone Consumer Protection Act (“TCPA”) stemming from the marketing text messages he received from Acme that he voluntarily consented to receive and that are subject to the Messaging Terms. The mandatory arbitration provisions within the Acme Tools’ Messaging Terms should be enforced, and this matter should be stayed pending the outcome of individual arbitration.

In support of its Motion, Acme Tools contemporaneously submits its Memorandum of Law in Support of Its Motion to Stay This Case Pursuant to FAA Section 3.

WHEREFORE, defendant Acme Electric Motor, Inc. d/b/a Acme Tools respectfully requests that this Court enter an order staying this action pending the completion of such individual arbitration and provide any further relief the Court deems just and proper.

Dated: February 25, 2025

Respectfully submitted,

By: /s/ Blaine C. Kimrey  
One of Its Attorneys

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**CERTIFICATE OF SERVICE**

I hereby certify that on February 25, 2025, the foregoing **Defendant Acme Electric Motor, Inc.'s Motion to Stay the Case Pending Arbitration Pursuant FAA Section 3** was electronically filed with the Clerk of the Court using the ECF system that will send notification of the filing to all parties of record.

/s/ Blaine C. Kimrey